

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

WARREN PEPICELLI, as he is TRUSTEE of the
UNITE NATIONAL HEALTH FUND; and as
he is TRUSTEE of the UNITE NATIONAL
RETIREMENT FUND,

Plaintiffs

vs.

A.T. SPORTSWEAR, INC.,

Defendant

C.A. No. 04-12632 REK

**AFFIDAVIT OF LAWRENCE KLEINMAN IN SUPPORT OF
PLAINTIFFS' MOTION FOR ENTRY OF DEFAULT JUDGMENT**

1. My name is Lawrence Kleinman, and I am the Collections Manager for Amalgamated Life Insurance Company. In this role, I am responsible for collection of fringe benefit contributions owed to the UNITE National Health Fund and the UNITE National Retirement Fund.

2. A.T. Sportswear, Inc. ("A.T.") was signatory to a series of successive collective bargaining agreements with the New England Joint Board, Union of Needletrades, Industrial and Textile Union ("UNITE"), requiring contributions to the Plaintiff Funds, including the collective bargaining agreement which was effective from June 15, 2000 through June 15, 2003 (the "Agreement").

3. The Agreement required A.T. to make monthly payments to the Funds, equivalent to a negotiated percentage of its total gross weekly factory payroll.

4. According to the Agreement, A.T. was to make all payments to the Funds by the twentieth day of the month following the incurring of the obligation.

5. The Agreement provides that interest will be assessed at the rate of nine percent on all contributions that are unpaid after thirty days following the date on which the contributions are due.

6. The Funds determined through payroll records that A.T. owes \$262,326.02 in unpaid fringe benefit contributions for the period January, 1998 through December, 2002.

7. On July 24, 2002, the Funds' counsel sent A.T. a demand for payment of the \$236,802.00 in contributions that it owed for the period March, 1997 through October, 2001, plus the estimated amount of \$28,000.00 it owed for the period November, 2001 through June, 2002.

8. To date, A.T. has failed and refused to pay the \$262,326.02 that it currently owes the Funds in unpaid contributions for the period January, 1998 through December, 2002. In fact, A.T. Sportswear has not made a payment to the Funds since an April/June, 1997 payment of \$1,000.00.

9. The Funds have ascertained that, pursuant to the terms of the Agreement, A.T. owes the Funds \$23,609.34 in interest on the unpaid contributions.

10. A.T. owes an additional \$23,609.34 as liquidated damages.

SIGNED UNDER THE PAINS AND PENALTIES OF PERJURY THIS 1st DAY OF MARCH, 2005.



Lawrence Kleinman

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CERTIFICATE OF SERVICE
I hereby certify that a true copy of the
above document was served upon the
Defendant
Certificate of record for each other party
by mail filed on 3/31/05
